IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

MLM, an individual proceeding under a fictitious name; NAA, an individual proceeding under a fictitious name; TGB, an individual proceeding under a fictitious name; RB, an individual proceeding under a fictitious name; MST, an individual proceeding under a fictitious name; TL, an individual proceeding under a fictitious name; BPO, an individual proceeding under a fictitious name; NCQ, an individual proceeding under a fictitious name; WBL, an individual proceeding under a pseudonym; DOE 110, an individual proceeding under a pseudonym; DOE 111, an individual proceeding under a pseudonym; DOE 112, an individual proceeding under a pseudonym; DOE 113, an individual proceeding under a pseudonym; DOE 114, an individual proceeding under a pseudonym; DOE 115, an individual proceeding under a pseudonym; DOE 116, an individual proceeding under a pseudonym; and DOE 117, an individual proceeding under a pseudonym,	Case No. 1107-08552 **FIRST AMENDED COMPLAINT** (Intentional Infliction of Emotional Distress/ *Respondeat Superior*, Negligent Infliction of Emotional Distress/ *Respondeat Superior*, Battery/ *Respondeat Superior*, Breach of Contract; Negligence)
Plaintiffs,	
v.	
MOUNT BACHELOR EDUCATIONAL CENTER, INC., an Oregon corporation; ASPEN EDUCATION GROUP, INC., an inactive foreign corporation; CRC HEALTH OREGON, INC., an Oregon corporation; and CRC HEALTH GROUP, INC., a corporation not registered to do business in Oregon; BARRY J WEISS, an individual; MORRIS WEISS, an individual; BARRY WEISS TRUST, a California trust, through its current trustee whose identity is unknown to plaintiff; MORRIS WEISS TRUST, a California trust through its current trustee whose identity is unknown to plaintiff; and COLLEGE HEALTH ENTERPRISES, a foreign corporation not registered to do business in Oregon,	PRAYER: $ 25,500,000.00 **JURY TRIAL DEMANDED** Not subject to Mandatory Arbitration
Defendants.	

INTRODUCTION

PLAINTIFF'S EXHIBIT A

O'DONNELL CLARK & CRE[illegible]
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

1.

This case involves institutionalized physical and psychological child abuse at Mt. Bachelor Academy, a "therapeutic boarding school" for troubled teens that was ordered closed by the State of Oregon Department of Human Services. These Plaintiffs, now all adults, had their already troubled childhoods made worse by systematic physical and psychological abuse that goes far beyond any reasonable notion of "boot camp" or "tough love" schools. Defendants program was staffed by untrained, often only high-school educated counselors and instructors who attempted to psychologically break down and indoctrinate children in their care, typically by berating them in the harshest of terms and subjecting them to extreme physical conditions and deprivation. Plaintiffs were isolated from their families, allowed only very limited telephone calls every other week, which were monitored by the school's staff. Parents were instructed not to believe their children if they reported malfeasance or abuse — the children will lie, it is all a part of the treatment process — or so the parents were told by the school's staff. In fact, Plaintiffs were denied basic medical care, and run through a battery of "Lifestep" group encounters that ran for days at a time with no breaks, where little or no sleep was permitted, very little food provided, and required traumatizing activities, such as making known victims of child sexual abuse act out sexual propositioning and activities on or with other residents as well as adult staff. Discipline consisted of physical punishment akin to a 1950s chain gang, being sent out into the wilderness with little or no food or supplies, at times alone, often for days. Even minor infractions were met with complete social isolation in which the child was not allowed to speak to or even make eye contact with anyone at the facility, sometimes for up to six weeks or more at a time. At the same time, this "school" would remove the children from any educational activity during these extended periods of punishment, only allowing Plaintiffs to engage in self-abusing personal examinations while in isolation, and left them without transferable academic credits. In short, Mt. Bachelor Academy was no school at all, and only made things worse psychologically for these Plaintiffs.

O'DONNELL CLARK & CRE
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

COMMON ALLEGATIONS

2.

Plaintiff MLM is a female California resident born in the year 1976. At all times relevant to this complaint, Plaintiff MLM was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately June, 1992 through December, 1994. Plaintiff NAA is a male California resident born in the year 1978. At all times relevant to this complaint, Plaintiff NAA was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately May, 1995 thru June, 1997. Plaintiff TGB is a female California resident born in the year 1983. At all times relevant to this complaint, Plaintiff TGB was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy formerly located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately June, 1996 through June, 1998. Plaintiff RB is a male Florida resident born in the year 1981. At all times relevant to this complaint, Plaintiff RB was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately 1996 to 1998. Plaintiff MST is a male California resident born in the year 1982. At all times relevant to this complaint, Plaintiff MST was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately November, 1995 through July, 1997. Plaintiff TL is a female California resident born in the year 1980. At all times relevant to this complaint, Plaintiff TL was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy formerly located near Prineville, Oregon, SUWS, and Aspen Achievement Academy, both wilderness school subsidiaries of Defendant Aspen Education Group, Inc., and Renaissance Academy, an over-18 program run by Defendant Mt. Bachelor Educational Center, Inc., from approximately July, 1996 through some point in 1999. Plaintiff BPO is a male California resident born in the year 1978. At all times relevant

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

to this complaint, Plaintiff BPO was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately July, 1995 through April, 1997. Plaintiff NCQ is a male California resident born in the year 1982. At all times relevant to this complaint, Plaintiff NCQ was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon from approximately 1998 to 1999. Plaintiff WBL is a male Oregon resident born in the year 1980. At all times relevant to this complaint, Plaintiff WBL was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and Renaissance Academy, an over 18 Program run by Defendant Mt. Bachelor Educational Center, Inc., from approximately April, 1997 through December, 1998. Plaintiff Doe 110 is a female New York resident born in the year 1980. At all times relevant to this complaint, Plaintiff Doe 110 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately June of 1996 through June of 1998. Plaintiff Doe 111 is a New Mexico resident born in 1984. At all times relevant to this complaint, Plaintiff Doe 111 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately October of 2000 through March of 2002. Plaintiff Doe 112 is a female California resident born in the year 1981. At all times relevant to this complaint, Plaintiff Doe 112 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and a wilderness school that Plaintiff Doe 112 believes discovery will show to have been run by Defendants Aspen and/or CRC, from approximately June of 1997 through December of 1999. Plaintiff Doe 113 is a female California resident born in the year 1981. At all times relevant to this complaint, Plaintiff Doe 113 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately June of

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

1996 through July of 1997. Plaintiff Doe 114 is a male Washington resident born in the year 1980. At all times relevant to this complaint, Plaintiff Doe 114 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy formerly located near Prineville, Oregon, Aspen Achievement Academy, a wilderness school subsidiary of Defendant Aspen Education Group, Inc., and Renaissance Academy, an over-18 program run by Defendant Mt. Bachelor Educational Center, Inc., from approximately 1996 through 1999. Plaintiff Doe 115 is a female New York resident born in the year 1982. At all times relevant to this complaint, Plaintiff Doe 115 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately November of 1995 through June of 1998. Plaintiff Doe 116 is a Washington resident born in 1983. At all times relevant to this complaint, Plaintiff Doe 116 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school run by Defendant Aspen Education Group, Inc., from approximately March of 1999 through August of 2000. Plaintiff Doe 117 is a female Oregon resident born in the year 1982. At all times relevant to this complaint, Plaintiff Doe 117 was an unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located near Prineville, Oregon, from approximately January of 1999 through June of 2000.

3.

Defendant Mt. Bachelor Educational Center, Inc., (hereinafter "MBEC"), is an Oregon corporation incorporated in 1988 and registered to do business in the State of Oregon. At all times relevant to this complaint, MBEC owned and operated the facility known as "Mt. Bachelor Academy" that boarded, psychologically conditioned, disciplined, and ostensibly educated teenage individuals, including Plaintiffs in this case, and purported to offer therapeutic, educational and residential services to these children. Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show Defendant Barry Weiss and

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Defendant Morris Weiss are individual California residents. Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show Defendant Barry Weiss Trust is a trust created in the state of California. Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show Defendant Morris Weiss Trust is a trust created in the state of California. Defendant College Health Enterprises is a California corporation not registered to do business in the State of Oregon. Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show that Defendant College Health Enterprises is the corporate parent of, owner of, successor in interest to, or entity formerly known as Educational Centers Investors, and that Defendants Barry Weiss, Morris Weiss, Barry Weiss Trust, and Morris Weiss Trust owned or operated College Health Enterprises and Educational Center Investors. Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show that Defendants Barry Weiss, Morris Weiss, Barry Weiss Trust, Morris Weiss Trust and College Health Enterprises/Educational Health Enterprises, or predecessors or successors in interest thereto, owned, controlled, and/or operated MBEC and Mt. Bachelor Academy until some point in 1998. Defendants Barry Weiss, Morris Weiss, Barry Weiss Trust, Morris Weiss Trust, and College Health Enterprises will be identified hereinafter collectively as the "Weiss Defendants." Defendant Aspen Education Group, Inc. (hereinafter "Aspen"), is a California corporation not registered to do business in the State of Oregon formed in 1997 as a successor to or subsidiary of Defendant College Health Enterprises. At all times relevant to this complaint, Aspen operated various facilities meant to correct the behavior of teenagers viewed as behaviorally "troubled," emotionally disturbed, or suffering from addiction or other mental disorders. At certain times relevant to this complaint, Aspen was the owner of or successor in interest to Defendant MBEC. Defendant Aspen permanently closed Mt. Bachelor Academy in December of 2009. Defendant CRC Health Group, Inc., is a California company not registered to do business in the State of Oregon, but conducts significant and sustained business in Multnomah County, and Defendant CRC Health Oregon, Inc., is an Oregon corporation with several offices or facilities located in Multnomah County, Oregon and elsewhere in the State.

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Plaintiffs allege that discovery will show that at certain times relevant to this complaint, the collective CRC entities were the owners of, successors in interest to, and/or controlling entities of both Defendant Aspen and MBEC, as well as the successors in interest to the Weiss Defendants. The CRC entities will be referred to hereinafter collectively simply as "Defendant CRC." Plaintiffs allege on information and belief, pursuant to ORCP 17 C(4), that discovery will show Mt. Bachelor Academy operated from 1988 until 1998 under the ownership and/or direction of Weiss Defendants, and that in or about May of 1998, the Weiss Defendants sold Mt. Bachelor Academy to Defendant Aspen and/or Defendant CRC. Where applicable, MBEC, the Weiss Defendants, Aspen, and CRC will all be referred to collectively as "Defendants." Mt. Bachelor Academy operated as a "therapeutic" or "emotional growth" boarding school from 1988 until the State of Oregon permanently suspended Mt. Bachelor Academy's operating license in November of 2009.

4.

At all times relevant to this complaint, Defendants, through their agents, solicited and accepted teenage individuals for placement at Mt. Bachelor Academy as a "therapeutic boarding school" away from and out of contact with Plaintiffs' families and friends. At all times relevant to this complaint, Defendants advertised and represented Mt. Bachelor Academy to be a place where parents could send their teenage children with substance abuse, behavioral, motivational, emotional, and discipline problems, as a place where those problems would be remedied by caring professionals. Defendants presented their therapeutic learning model as one that provided academic and emotional growth, as well as being a boarding school that provided a warm and nurturing family atmosphere. In the course of accepting minor residents, including Plaintiffs here, Defendants undertook *in loco parentis* responsibilities for the Plaintiffs, and strictly controlled Plaintiffs' schedule, activities, and even basic physical movements.

5.

At all times relevant to this complaint, Defendants employed and empowered a group of adults identified as teachers, instructors, and counselors (or identified by similar titles)

O'Donnell Clark & Crew
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

ostensibly to provide instruction, education, counseling, moral guidance, addiction recovery, behavioral correction, and physical supervision to minor residents at Mt. Bachelor Academy. This class of employee will be referred to generically throughout this complaint as "counselors." Defendants empowered these counselors to enforce rules and policies as part of their employment, both those policies established by Defendants and those chosen or developed by the counselors themselves. Almost every one of Defendants' counselors had no formal training in psychology, psychiatry, or child development, and in most cases possessed no education beyond high school. These individuals attempted to engage in psychological treatment and behavior modification of children at Mt. Bachelor Academy.

6.

Defendants knew and intended their counselors' authority to extend to physical restraint, extreme physical and psychological stressing, and cruel emotional manipulation and attacks. Thus, Mt. Bachelor Academy's program was one of institutionalized physical and psychological abuse of its minor residents. At all times relevant to this complaint, Defendants knew of, approved of, authorized, ratified, and/or required the use of all of the techniques used by its counselors against Plaintiffs and described below. In engaging in or utilizing these techniques, individual counselors acted in the time and space limits of their agency with Defendants, were motivated at least in part by a desire to serve Defendants, and these actions were of a type that counselors were required to do as part of their employment duties on behalf of Defendants.

7.

Plaintiffs—all minors at the time—were subjected to physical abuse including but not limited to: exposure to the elements; extreme cold; extreme heat; forced standing; forcible and unnecessary physical restraint; denial of meals; sleep deprivation; light deprivation; sound torture; forced marches; strip searches; ingestion of spoiled or rotting food; forcing the Plaintiffs to beat on inanimate objects until their hands bled; forcing other residents to physically attack or restrain Plaintiffs; denial of restroom use; denial of prescription medication; and extended periods of extreme social isolation (during which the punished party could not look or smile at,

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

or talk to any other residents, and had to eat all meals facing a wall). Many of these forms of abuse were an official, mandatory part of what Defendants called their "Lifestep" events—a series of group encounters sometimes lasting days – during which Plaintiffs were kept in one room, not allowed to sleep, given minimal food, and forced to endure the various sensory tortures. Other abuses were part of official, sanctioned discipline during which Plaintiffs were subjected to extreme forms of punitive labor for no pay, including eight to twelve hour days of such things as digging into the frozen earth, stump removal using hand tools without assistance, construction or dismantling of large rough structures, and moving rocks up and down a hill for no reason only to return the rocks to the original location, with only intermittent five minute breaks and little food during hours of such labor. All of this abusive conduct was central to Defendants' disciplinary and "therapeutic" method, and specifically approved or ratified by all Defendants at the corporate level. While all of the Plaintiffs suffered from all of these abuses to some extent, specific instances of physical abuse suffered by each Plaintiff are described below.

8.

Plaintiffs—all minors at the time—were subjected to psychological abuse and humiliation, including but not limited to: constant abusive and berating yelling, both by staff and by other residents who were required to verbally attack Plaintiffs as part of the Program; forced isolation from all human interaction for days and sometimes weeks at a time; denigrating sexual insults by staff; forcing Plaintiffs to verbally abuse other residents; humiliating role-playing before peers and staff (which included sexual components); disclosing and re-enacting sexual abuse episodes experienced elsewhere; forced sexual contact with/propositioning of other residents and staff; and isolation from family contacts. All of this abusive conduct was central to Defendants' disciplinary and "therapeutic" method, and specifically approved or ratified by Defendants. The specific psychological abuse suffered by each Plaintiff is described below.

9.

The various forms of abusive conduct and techniques discussed in paragraphs 6 through 8, above, were an official part of Defendants' "Lifestep" program or part of the ordinary and

O'DONNELL CLARK & CRE
1650 N.W. Naito Parkway, Suit
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

approved discipline of the school. The abusive conduct will hereinafter be generally and collectively referred to as the "Program." Defendants knew that the Program consisted of intentional conduct engaged in by their employees and agents, that this conduct was of the type described above, that Defendants' employees and agents were conducted on Defendants' behalf, and that it resulted in physical and mental injury to residents of Mt. Bachelor Academy, including these Plaintiffs. The Program was unjustified and unregulated, it was psychologically, behaviorally and therapeutically unfounded, and it was objectively cruel to Plaintiffs. The Program was intended/designed to be cruel and psychologically damaging, particularly with regard to the culture under which these children were raised.

10.

Defendants' counselors used their authorized employment duties to inflict the Program on Plaintiffs, and child abuse resulted from administration of the Program. The counselors' administration of the Program was: (1) committed in direct connection and for the purposes of fulfilling the counselors' employment and agency with the Defendants; (2) committed within the time and space limits of their agency as counselor; (3) done initially and at least in part from their desire to serve the interests of Defendants; (4) done directly in the performance of their duties as counselor; (5) consisted generally of actions of a kind and nature which the counselors were required to perform; and (6) done at the direction of, and pursuant to, the power vested in them by the Defendants.

11.

The "child abuse" described throughout this complaint meets the definition of "child abuse" found in ORS 12.117(2), and Defendants' knowledge and approval of the use of the "child abuse" by their employees and agents amounts to "knowingly allowing, permitting, or encouraging child abuse" as those terms are used in ORS 12.117. Plaintiffs are all under 40 years of age, and pursuant to ORS 12.117(1), their claims are timely filed.

FIRST CLAIM FOR RELIEF
By Plaintiff MLM Against All Defendants

O'DONNELL CLARK & CRE\
1650 N.W. Naito Parkway, Suit
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Intentional Infliction of Emotional Distress

12.

Plaintiff MLM realleges and incorporates by reference paragraphs 1 through 11, above.

13.

Defendants formed a special relationship with Plaintiff MLM by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff MLM's well-being, took charge of every aspect of Plaintiff MLM's life, and eliminated virtually all of MLM's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff MLM included a specific duty to avoid the infliction of emotional distress.

14.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff MLM when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff MLM unmonitored contact with her family, and would end calls or destroy letters if Plaintiff MLM attempted to tell her family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff MLM to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. For instance, shortly after Plaintiff MLM had been enrolled at Mt. Bachelor Academy, Defendants began their process of psychological conditioning, and forced MLM to disclose the sexual abuse she suffered at the hands of her biological father and her later rape by an acquaintance to her entire class. Then knowing of this earlier abuse, Defendants proceeded to require her counselors and fellow residents to call her

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

names such as "whore" and "slut," and told that her abuse by her father was her own fault. Defendants then forced Plaintiff MLM to act out sexual roles with both her fellow residents and adult male counselors during Lifestep group encounters. In one such example, Plaintiff MLM was required to sit down on the floor in front of each of the males in the room, spread her legs by placing one foot on each of the males' knees while they were seated above her in a chair, and say, "This leg is Christmas, this leg is New Years, why don't you come and see me between the holidays," demanding great enthusiasm from Plaintiff MLM. Plaintiff MLM was forced to repeat this process with all of the males in the room 15 times during one "Lifestep" encounter, and was required to start the cycle over and over again during these 15 times because she either lacked sufficient enthusiasm for staff, or she began to sob uncontrollably due to her prior abuse and being forced to sexually proposition adult men. Plaintiff MLM was required to go through this "Lifestep" an additional two times after expressing her ongoing depression to staff at various times. Defendants also engaged in forced isolation of Plaintiff MLM by forbidding her any interaction with her fellow residents, including a period lasting approximately two and a half weeks on at least one occasion and an extended period when MLM was deeply depressed and suicidal from the effects of the Program. This list of abusive acts is not exclusive.

15.

Plaintiff MLM did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

16.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff MLM. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

17.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff MLM has

O'Donnell Clark & Crew
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff MLM's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

18.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff MLM has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff MLM has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff MLM's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

SECOND CLAIM FOR RELIEF
By Plaintiff MLM Against All Defendants
Negligent Infliction of Emotional Distress

19.

Plaintiff MLM realleges and incorporates by reference paragraphs 1 through 18, above.

20.

Defendants, acting within their special relationship, subjected Plaintiff MLM to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff MLM, frequently yelling at her that she was worthless, a "slut," and unworthy of love. For example, on one occasion after an extended berating of this type by an adult male counselor, Plaintiff attempted to commit suicide by jumping out of a window, and was only saved at the last moment by a fellow resident. Defendants knew of this suicide attempt and of MLM's subsequent dissociative state during the

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

following several days, but ignored it and gave MLM no assistance or counseling.

21.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff MLM's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff MLM suffered the damages described in paragraphs 17 and 18, above.

THIRD CLAIM FOR RELIEF
By Plaintiff MLM Against All Defendants
Battery

22.

Plaintiff MLM realleges and incorporates by reference paragraphs 1 through 21, above.

23.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff MLM as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

24.

Specifically, during one "Lifestep," individual residents—including Plaintiff MLM—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. In particular, after one of these attempts trying to break in, Plaintiff MLM lost vision in one eye for a short period of time but was not given medical attention, and was required to continue

O'Donnell Clark & Crew
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

attempting to break through the circle of bodies. In another "Lifestep," Defendants ordered Plaintiff MLM to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff MLM sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

25.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff MLM did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff MLM were acting under the forced compulsion or directions of Defendants.

26.

As a result of this physical battery at the orders of Defendants, Plaintiff MLM suffered the damages described in paragraphs 17 and 18, above.

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FOURTH CLAIM FOR RELIEF
By Plaintiff MLM Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

27.

Plaintiff MLM realleges and incorporates by reference paragraphs 1 through 26, above.

28.

Defendants created a contract with Plaintiff MLM's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff MLM. Plaintiff MLM's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

29.

On information and belief, Plaintiff MLM alleges that discovery will show that the terms

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff MLM's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

30.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff MLM to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff MLM to lose the benefits that she would have received under the proper performance of the contract.

31.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff MLM suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 18, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract.

FIFTH CLAIM FOR RELIEF
By Plaintiff NAA Against All Defendants
Intentional Infliction of Emotional Distress

32.

Plaintiff NAA realleges and incorporates by reference paragraphs 1 through 11, above.

33.

Defendants formed a special relationship with Plaintiff NAA by soliciting him and/or his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff NAA's well-being, took charge of every aspect of Plaintiff NAA's life, and eliminated virtually all of NAA's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff NAA included a specific duty to avoid the infliction of emotional distress.

34.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff NAA when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff NAA unmonitored contact with his family, and would end calls or destroy letters if Plaintiff NAA attempted to tell his family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff NAA to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff NAA. Often these stressors would trigger uncontrollable asthma attacks in NAA. Defendants also withheld NAA's asthma inhaler despite his inhaler dependence, and threatened to take it away because another student had used the inhaler without NAA's permission. Plaintiff NAA was forced to move piles of rock as punishment only to have another resident move the pile back as their punishment. On one occasion, Defendants forced Plaintiff to crawl down into a septic tank to check and see why pipes were blocked, and on another, forced Plaintiff to swing a pickax on a firebreak despite Plaintiff injuring a lumbar spinal disk. During another of the "Lifestep" group encounters, Plaintiff NAA was forced to rip through a sheet being held tightly down over him, and after he successfully did so, he was held underneath another sheet (much more tightly) for a longer period. Plaintiff also suffered from extreme cold when being forced to sleep outdoors in -20° F weather. This list of abusive acts is

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Telephone: (503) 306-0224
FAX: (503) 306-0257

not exclusive.

35.

Plaintiff NAA did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

36.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff NAA. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

37.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff NAA has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff NAA's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

38.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff NAA has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff has also suffered lost economic opportunity for the interruption of his studies, and suffered lost wages because he is unable to work in his profession of filmmaking due to the injury to his back from swinging the pickax. Plaintiff NAA's economic damages total the approximate amount of $750,000.00, the exact amount of which will be proven at the time of trial.

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SIXTH CLAIM FOR RELIEF
By Plaintiff NAA Against All Defendants
Negligent Infliction of Emotional Distress

39.

Plaintiff NAA realleges and incorporates by reference paragraphs 1 through 11, and 32 through 38, above.

40.

Defendants, acting within their special relationship, subjected Plaintiff NAA to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff NAA, frequently yelling at him, mocking him harshly and requiring other residents do so, and being told that he was worthless. Defendants also required Plaintiff NAA to submit to being observed while naked and getting dressed.

41.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff NAA's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff NAA suffered the damages described in paragraphs 37 and 38, above.

SEVENTH CLAIM FOR RELIEF
By Plaintiff NAA Against All Defendants
Battery

42.

Plaintiff NAA realleges and incorporates by reference paragraphs 1 through 11, and 32 through 41, above.

43.

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During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff NAA as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

44.

Specifically, during one "Lifestep," individual residents—including Plaintiff NAA—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff NAA suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff NAA to rip out of a bedsheet that was forcibly being held down by other residents. Plaintiff NAA ripped through one sheet only to be held down more forcefully under a sheet a second time. While being held under these sheets and trying to rip through them, Plaintiff NAA sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

45.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff NAA did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff NAA were acting under the forced compulsion or directions of Defendants.

46.

As a result of this physical battery at the orders of Defendants, Plaintiff NAA suffered the damages described in paragraphs 37 and 38, above.

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EIGHTH CLAIM FOR RELIEF
By Plaintiff NAA Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

47.

Plaintiff NAA realleges and incorporates by reference paragraphs 1 through 11, and 32 through 46, above.

48.

Defendants created a contract with Plaintiff NAA's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff NAA. Plaintiff NAA's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

49.

On information and belief, Plaintiff NAA alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff NAA's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

50.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff NAA to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff NAA to lose the benefits that he would have received under the proper performance of the contract.

51.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff NAA suffered the loss benefits flowing from the contract

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as set out as part of the economic damages alleged in paragraph 38, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

NINTH CLAIM FOR RELIEF
By Plaintiff TGB Against All Defendants
Intentional Infliction of Emotional Distress

52.

Plaintiff TGB realleges and incorporates by reference paragraphs 1 through 11, above.

53.

Defendants formed a special relationship with Plaintiff TGB by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff TGB's well-being, took charge of every aspect of Plaintiff TGB's life, and eliminated virtually all of TGB's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff TGB included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff TGB through her enrollment as SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC. Plaintiff TGB was enrolled at SUWS for over three weeks prior to being transferred to Mt. Bachelor Academy.

54.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff TGB when they physically and psychologically abused her through the program. Defendants refused

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to allow Plaintiff TGB unmonitored contact with her family, and would end calls or destroy letters if Plaintiff TGB attempted to tell her family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff TGB to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. For instance, as a collective punishment for all residents of Mt. Bachelor Academy in October of 1997, the girls were separated from the boys, with Plaintiff TGB and the other girls taken to a private ranch and forced to build a road, with Defendants demanding Plaintiff TGB dig up sagebrush and large rocks all day with a pickax until her hands blistered extensively. Plaintiff TGB was also subjected to weeks-long social isolation punishments (with one being 5 weeks, and one 6 weeks long) during which time she was required to dig out tree stumps with hand tools, run all day long with wheelbarrows full of gravel, and clean bathroom floors without gloves using straight bleach and a toothbrush, all the while being forbidden to talk to or look at anyone. As part of one of Plaintiff TGB's final on-campus "Lifesteps," the group was taken out into the woods in the middle of the night in the dead of winter wearing only sleeveless and legless wetsuits, then fully submerged in a partially frozen trough of water during a cult-like, pseudo-religious "rebirthing" ceremony, and forced to remain outside in this condition for hours. This list of abusive acts is not exclusive.

55.

Plaintiff TGB did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

56.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff TGB. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

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57.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff TGB has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff TGB's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

58.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff TGB has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff TGB has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff TGB's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

TENTH CLAIM FOR RELIEF
By Plaintiff TGB Against All Defendants
Negligent Infliction of Emotional Distress

59.

Plaintiff TGB realleges and incorporates by reference paragraphs 1 through 11, and 52 through 58, above.

60.

Defendants, acting within their special relationship, subjected Plaintiff TGB to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff TGB, frequently yelling at her that she was worthless, a "slut," and unworthy of love.

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61.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff TGB's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff TGB suffered the damages described in paragraphs 57 and 58, above.

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ELEVENTH CLAIM FOR RELIEF
By Plaintiff TGB Against All Defendants
Battery

62.

Plaintiff TGB realleges and incorporates by reference paragraphs 1 through 11, and 52 through 61, above.

63.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff TGB as part of the "Lifestep" program. Other residents were forced under duress to take part in these batteries by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

64.

Specifically, during one "Lifestep," individual residents—including Plaintiff TGB—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. In another "Lifestep," Defendants ordered Plaintiff TGB to rip out of a bedsheet that was forcibly

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being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff TGB sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

65.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff TGB did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff TGB were acting under the forced compulsion or directions of Defendants.

66.

As a result of this physical battery at the orders of Defendants, Plaintiff TGB suffered the damages described in paragraphs 57 and 58, above.

TWELFTH CLAIM FOR RELIEF
By Plaintiff TGB Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

67.

Plaintiff TGB realleges and incorporates by reference paragraphs 1 through 11, and 52 through 66, above.

68.

Defendants created a contract with Plaintiff TGB's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff TGB. Plaintiff TGB's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

69.

On information and belief, Plaintiff TGB alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor

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Academy, humane living conditions, and treatment for any of Plaintiff TGB's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

70.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff TGB to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff TGB to lose the benefits that she would have received under the proper performance of the contract.

71.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff TGB suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 58, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

THIRTEENTH CLAIM FOR RELIEF
By Plaintiff RB Against All Defendants
Intentional Infliction of Emotional Distress

72.

Plaintiff RB realleges and incorporates by reference paragraphs 1 through 11, above.

73.

Defendants formed a special relationship with Plaintiff RB by soliciting him and/or his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff RB's well-being, took charge of every aspect of Plaintiff RB's life, and eliminated virtually all

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of RB's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff RB included a specific duty to avoid the infliction of emotional distress.

74.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff RB when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff RB unmonitored contact with his family. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff RB to endure temperature extremes, meal deprivation, sleep deprivation, as well as denigrating, cruel, and abusive shouting at Plaintiff RB. For instance, in one of the "Lifesteps," Plaintiff RB—a young teenage boy—was forced to wear bikini underwear and repeatedly dance in front of the encounter group and staff as a male exotic dancer. Also, as a collective punishment for all residents of Mt. Bachelor Academy in October of 1997, the boys were separated from the girls, and Plaintiff RB and the other boys were taken to another ranch and forced to remove a seven to eight foot pile of manure from a barn, and to remove large boulders from irrigation ditches. Also during this time, Plaintiff RB was forced to run up an extended steep grade repeatedly with other groups of boys to the point that even though he was an exceptional athlete, RB was left in excessive pain for approximately two weeks afterwards. During a Lifestep in which RB was left in the wilderness without adequate supplies, including not having sufficient socks, Plaintiff RB's feet were constantly cold and wet, resulting in trench foot. As the trench foot healed, it caused Plaintiff RB significant pain. Despite several complaints about the pain in his feet, Plaintiff RB was denied medical care for several days. This list of abusive acts is not exclusive.

75.

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Plaintiff RB did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

76.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff RB. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

77.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff RB has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff RB's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

78.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff RB has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff RB's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

FOURTEENTH CLAIM FOR RELIEF
By Plaintiff RB Against All Defendants
Negligent Infliction of Emotional Distress

79.

Plaintiff RB realleges and incorporates by reference paragraphs 1 through 11, and 72 through 78, above.

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80.

Defendants, acting within their special relationship, subjected Plaintiff RB to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff RB, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff RB to submit to being observed while naked and getting dressed.

81.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff RB's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff RB suffered the damages described in paragraphs 77 and 78, above.

FIFTEENTH CLAIM FOR RELIEF
By Plaintiff RB Against All Defendants
Battery

82.

Plaintiff RB realleges and incorporates by reference paragraphs 1 through 11, and 72 through 81, above.

83.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff RB as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

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84.

Specifically, during one "Lifestep," individual residents—including Plaintiff RB—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff RB suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff RB to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff RB sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

85.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff RB did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff RB were acting under the forced compulsion or directions of Defendants.

86.

As a result of this physical battery at the orders of Defendants, Plaintiff RB suffered the damages described in paragraphs 77 and 78, above.

SIXTEENTH CLAIM FOR RELIEF
By Plaintiff RB Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

87.

Plaintiff RB realleges and incorporates by reference paragraphs 1 through 11, and 72 through 86, above.

88.

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92.

Plaintiff MST realleges and incorporates by reference paragraphs 1 through 11, above.

93.

Defendants formed a special relationship with Plaintiff MST by soliciting him and/or his mother to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff MST's well-being, took charge of every aspect of Plaintiff MST's life, and eliminated virtually all of MST's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff MST included a specific duty to avoid the infliction of emotional distress.

94.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff MST when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff MST unmonitored contact with his family, and would end calls or destroy letters if Plaintiff MST attempted to tell his family what was occurring. During the first three "Lifestep" group encounters (including going through the third step on two occasions), Defendants forced Plaintiff MST to endure temperature extremes, meal deprivation, sleep deprivation, and denial of restroom use, as well as denigrating, cruel, and abusive shouting at Plaintiff MST. For instance, shortly after Plaintiff MST enrolled at Mt. Bachelor Academy, Defendants began their process of psychological conditioning, and forced MST to disclose to his entire class the physical abuse he suffered at the hands of his father. Then knowing of this earlier abuse, Defendants required Plaintiff MST to be verbally abused by staff and other residents, and to verbally abuse them himself, as well as requiring MST to blame himself for his father's abuse. Defendants also arbitrarily deprived Plaintiff MST of his psychiatric medication

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— a medication called valproic acid — the sudden cessation of which can cause life-threatening seizures. Faced with this abuse, Plaintiff MST ran away often and was subjected to severe discipline, including being left alone in the woods — as a 13 year old — for up to 24 hours, social isolation for up to six weeks at a time on several occasions, a nine week diversion to a wilderness program, and punitive, strenuous physical labor for about 10 hours a day for days and weeks at a time. This list of abusive acts is not exclusive.

95.

Plaintiff MST did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

96.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff MST. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

97.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff MST has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff MST's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

98.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff MST has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff MST has also suffered lost economic opportunity for the

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interruption of his studies, his subsequent dropping out of high school and never going on to secondary education, despite performing in the top percentiles of standardized tests prior to attending Mt. Bachelor Academy. Plaintiff MST's economic damages total the approximate amount of $750,000.00, the exact amount of which will be proven at the time of trial.

EIGHTEENTH CLAIM FOR RELIEF
By Plaintiff MST Against All Defendants
Negligent Infliction of Emotional Distress

99.

Plaintiff MST realleges and incorporates by reference paragraphs 1 through 11, and 92 through 98, above.

100.

Defendants, acting within their special relationship, subjected Plaintiff MST to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff MST, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff MST to submit to being observed while naked and getting dressed.

101.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff MST's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff MST suffered the damages described in paragraphs 97 and 98, above.

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

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NINTEENTH CLAIM FOR RELIEF
By Plaintiff MST Against All Defendants
Battery

102.

Plaintiff MST realleges and incorporates by reference paragraphs 1 through 11, and 92 through 101, above.

103.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff MST as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

104.

Specifically, during one "Lifestep," individual residents—including Plaintiff MST—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff MST suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff MST to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff MST sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

105.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to

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Telephone: (503) 306-0224
FAX: (503) 306-0257

which Plaintiff MST did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff MST were acting under the forced compulsion or directions of Defendants.

106.

As a result of this physical battery at the orders of Defendants, Plaintiff MST suffered the damages described in paragraphs 97 and 98, above.

TWENTIETH CLAIM FOR RELIEF
By Plaintiff MST Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

107.

Plaintiff MST realleges and incorporates by reference paragraphs 1 through 11, and 92 through 106, above.

108.

Defendants created a contract with Plaintiff MST's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff MST. Plaintiff MST's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

109.

On information and belief, Plaintiff MST alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff MST's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

110.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff

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MST to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff MST to lose the benefits that he would have received under the proper performance of the contract.

111.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff MST suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 98, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

TWENTY-FIRST CLAIM FOR RELIEF
By Plaintiff TL Against All Defendants
Intentional Infliction of Emotional Distress

112.

Plaintiff TL realleges and incorporates by reference paragraphs 1 through 11, above.

113.

Defendants formed a special relationship with Plaintiff TL by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff TL's well-being, took charge of every aspect of Plaintiff TL's life, and eliminated virtually all of TL's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff TL included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff TL through her two temporary

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

transfers (as punishment) to SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC. Defendant Aspen independently developed this special relationship with Plaintiff TL when she was transferred (again as punishment) to Aspen Achievement Academy, a wilderness school in Idaho owned by Defendant Aspen.

114.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff TL when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff TL unmonitored contact with her family, and would end calls or destroy letters if Plaintiff TL attempted to tell her family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff TL to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. Upon arrival at Mt. Bachelor Academy, Defendants' counselors began to call her names such as "whore" and "slut," and required other residents do the same Defendants then forced Plaintiff TL to act out sexual roles with both her fellow residents and adult male counselors during Lifestep group encounters, demanding that Plaintiff TL walk up to the males in the group, including the adult male counselors, and ask them "Do you have a gun in your pocket or are you just happy to see me?" Plaintiff TL was also sent out to wilderness schools during which time she was subjected to temperature extremes, harsh physical demands, and deprivation of education. This list of abusive acts is not exclusive.

115.

Plaintiff TL did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

116.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to

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Telephone: (503) 306-0224
FAX: (503) 306-0257

intentionally inflict severe emotional distress through the abuse of Plaintiff TL. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

117.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff TL has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff TL's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

118.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff TL has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff TL has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff TL's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

TWENTY-SECOND CLAIM FOR RELIEF
By Plaintiff TL Against All Defendants
Negligent Infliction of Emotional Distress

119.

Plaintiff TL realleges and incorporates by reference paragraphs 1 through 11, and 112 through 118, above.

///

120.

Defendants, acting within their special relationship, subjected Plaintiff TL to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described

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FAX: (503) 306-0257

above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff TL, frequently yelling at her that she was worthless, a "slut," and unworthy of love. Furthermore, the counselor who engaged in years of sexual contact with Plaintiff TL, described in paragraph 124 below, informed Defendants prior to his sexual touching of Plaintiff TL that he was concerned he would not be able to control his sexual actions with TL. Despite being told this by the man himself, Defendants did nothing to separate this man from contact with Plaintiff TL, and the sexual touching lasted for approximately two years.

121.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff TL's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff TL suffered the damages described in paragraphs 117 and 118, above.

TWENTY-THIRD CLAIM FOR RELIEF
By Plaintiff TL Against All Defendants
Battery

122.

Plaintiff TL realleges and incorporates by reference paragraphs 1 through 11, and 112 through 121, above.

123.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff TL as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

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124.

Specifically, during one "Lifestep," individual residents—including Plaintiff TL—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff TL suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff TL to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff TL sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness. Additionally, and unrelated to any particular "Lifestep" encounter, one of Defendants' employees—an adult male counselor—developed a romantic relationship with Plaintiff TL, seduced her, and began to fondle her buttocks and body in the course of kissing her, as well as putting his hands down the back of her pants and inside her underwear when he greeted her. This sexual abuse continued for approximately 2 years and arose out of or resulted from the authorized employment duties that the counselor had with Defendants.

125.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, and in Plaintiff TL's case the sexual touching, all constituted harmful and offensive touching to which Plaintiff TL did not and could not consent as a matter of law. At all times relevant to this complaint, the persons who battered Plaintiff TL were acting under the forced compulsion or directions of Defendants, and/or the touching occurred in the course of or as a result of individuals' authorized employment duties on behalf of Defendants.

126.

As a result of this physical battery at the orders of Defendants, Plaintiff TL suffered the

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damages described in paragraphs 117 and 118, above.

TWENTY-FOURTH CLAIM FOR RELIEF

By Plaintiff TL Against All Defendants

Breach of Contract — Third Party Donee Beneficiary

127.

Plaintiff TL realleges and incorporates by reference paragraphs 1 through 11, and 112 through 126, above.

128.

Defendants created a contract with Plaintiff TL's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff TL. Plaintiff TL's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

129.

On information and belief, Plaintiff TL alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff TL's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

130.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff TL to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff TL to lose the benefits that she would have received under the proper performance of the contract.

131.

As a result of Defendants' breach of the express or implied terms of the contract,

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Telephone: (503) 306-0224
FAX: (503) 306-0257

third-party donee beneficiary Plaintiff TL suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 118, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

TWENTY-FIFTH CLAIM FOR RELIEF
By Plaintiff BPO Against All Defendants
Intentional Infliction of Emotional Distress

132.

Plaintiff BPO realleges and incorporates by reference paragraphs 1 through 11, above.

133.

Defendants formed a special relationship with Plaintiff BPO by soliciting him and/or his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff BPO's well-being, took charge of every aspect of Plaintiff BPO's life, and eliminated virtually all of BPO's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff BPO included a specific duty to avoid the infliction of emotional distress.

134.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff BPO when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff BPO unmonitored contact with his family, and would end calls or destroy letters if Plaintiff BPO attempted to tell his family what was occurring. During all

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FAX: (503) 306-0257

seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff BPO to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff BPO. For instance, Plaintiff BPO was forced to hike and camp in sub-zero temperatures during a ten day wilderness event. BPO was also punished as were the others with social isolation for periods of days and weeks during which times he was forced to perfom punitive labor such as being required to dig into a frozen hillside. In the course of one of the seven on-campus "Lifestep" encounter groups, Plaintiff BPO was forced to hit a mattress until his knuckles bled. This list of abusive acts is not exclusive.

135.

Plaintiff BPO did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

136.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff BPO. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

137.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff BPO has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff BPO's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

138.

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As a result of Defendants' intentional infliction of emotional distress, Plaintiff BPO has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff BPO has also suffered lost economic opportunity for the interruption of his studies. Plaintiff BPO's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

TWENTY-SIXTH CLAIM FOR RELIEF
By Plaintiff BPO Against All Defendants
Negligent Infliction of Emotional Distress

139.

Plaintiff BPO realleges and incorporates by reference paragraphs 1 through 11, and 132 through 138, above.

140.

Defendants, acting within their special relationship, subjected Plaintiff BPO to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff BPO, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff BPO to submit to being observed while naked and getting dressed.

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141.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff BPO's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 137 and 138, above.

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TWENTY-SEVENTH CLAIM FOR RELIEF
By Plaintiff BPO Against All Defendants
Battery

142.

Plaintiff BPO realleges and incorporates by reference paragraphs 1 through 11, and 132 through 141, above.

143.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff BPO as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

144.

Specifically, during one "Lifestep," individual residents—including Plaintiff BPO—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff BPO suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff BPO to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff BPO sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

145.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff BPO did not and could not consent. At all times relevant to this complaint, the

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persons who battered Plaintiff BPO were acting under the forced compulsion or directions of Defendants.

146.

As a result of this physical battery at the orders of Defendants, Plaintiff BPO suffered the damages described in paragraphs 137 and 138, above.

TWENTY-EIGHTH CLAIM FOR RELIEF
By Plaintiff BPO Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

147.

Plaintiff BPO realleges and incorporates by reference paragraphs 1 through 11, and 132 through 146, above.

148.

Defendants created a contract with Plaintiff BPO's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff BPO. Plaintiff BPO's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

149.

On information and belief, Plaintiff BPO alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff BPO's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

150.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff BPO to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse

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described above. Defendants' breach of this contract caused Plaintiff BPO to lose the benefits that he would have received under the proper performance of the contract.

151.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff BPO suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 138, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

TWENTY-NINTH CLAIM FOR RELIEF
By Plaintiff NCQ Against All Defendants
Intentional Infliction of Emotional Distress

152.

Plaintiff NCQ realleges and incorporates by reference paragraphs 1 through 11, above.

153.

Defendants formed a special relationship with Plaintiff NCQ by soliciting him and/or his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff NCQ's well-being, took charge of every aspect of Plaintiff NCQ's life, and eliminated virtually all of NCQ's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff NCQ included a specific duty to avoid the infliction of emotional distress.

154.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff NCQ

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FAX: (503) 306-0257

when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff NCQ unmonitored contact with his family, and would end calls or destroy letters if Plaintiff NCQ attempted to tell his family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff NCQ to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff NCQ. For instance, during one "Lifestep" that occurred while camping, Defendants forced Plaintiff NCQ to eat pita bread with one-inch growths of mold on it. In retaliation for Plaintiff NCQ passing out flyers about "brainwashing" at Mt. Bachelor Academy, Defendants had Plaintiff NCQ committed to a mental hospital, and demanded he renounce the contents of the flyers or not be allowed to see any of his friends at Mt. Bachelor Academy again. When Plaintiff NCQ tore his meniscus while snowboarding at Mt. Bachelor Academy, Defendants refused to allow him any medical care. Plaintiff NCQ also developed severe tendinitis as a result of the forced running during various disciplinary punishments, but was refused medical care and required to continue running despite the injury. This list of abusive acts is not exclusive.

155.

Plaintiff NCQ did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

156.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff NCQ. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

157.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff NCQ has

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suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff NCQ's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

158.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff NCQ has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff NCQ has also suffered lost economic opportunity for the interruption of his studies. Plaintiff NCQ's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

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THIRTIETH CLAIM FOR RELIEF
By Plaintiff NCQ Against All Defendants
Negligent Infliction of Emotional Distress

159.

Plaintiff NCQ realleges and incorporates by reference paragraphs 1 through 11, and 152 through 158, above.

160.

Defendants, acting within their special relationship, subjected Plaintiff NCQ to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff NCQ, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff NCQ to submit to being observed while naked and getting

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dressed. Additionally, Defendants refused to allow Plaintiff NCQ to return home when his mother began to die; she died while he was on an airplane after Defendants eventually permitted the return.

161.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff NCQ's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 157 and 158, above.

THIRTY-FIRST CLAIM FOR RELIEF
By Plaintiff NCQ Against All Defendants
Battery

162.

Plaintiff NCQ realleges and incorporates by reference paragraphs 1 through 11, and 152 through 161, above.

163.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff NCQ as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

164.

Specifically, during one "Lifestep," individual residents—including Plaintiff NCQ—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending"

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FAX: (503) 306-0257

residents and those who were trying to break in sustained significant physical injuries. Plaintiff NCQ suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff NCQ to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff NCQ sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

165.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff NCQ did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff NCQ were acting under the forced compulsion or directions of Defendants.

166.

As a result of this physical battery at the orders of Defendants, Plaintiff NCQ suffered the damages described in paragraphs 157 and 158, above.

THIRTY-SECOND CLAIM FOR RELIEF
By Plaintiff NCQ Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

167.

Plaintiff NCQ realleges and incorporates by reference paragraphs 1 through 11, and 152 through 166, above.

168.

Defendants created a contract with Plaintiff NCQ's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff NCQ. Plaintiff NCQ's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

169.

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On information and belief, Plaintiff NCQ alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff NCQ's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

170.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff NCQ to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff NCQ to lose the benefits that he would have received under the proper performance of the contract.

171.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff NCQ suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 158, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

THIRTY-THIRD CLAIM FOR RELIEF
By Plaintiff WBL Against All Defendants
Intentional Infliction of Emotional Distress

172.

Plaintiff WBL realleges and incorporates by reference paragraphs 1 through 11, above.

173.

Defendants formed a special relationship with Plaintiff WBL by soliciting him and/or his

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Telephone: (503) 306-0224
FAX: (503) 306-0257

legal guardians to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff WBL's well-being, took charge of every aspect of Plaintiff WBL's life, and eliminated virtually all of WBL's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff WBL included a specific duty to avoid the infliction of emotional distress.

174.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff WBL when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff WBL unmonitored contact with his family and close friends. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff WBL to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff WBL. For instance, in the course of one of the seven on-campus "Lifestep" encounter groups, Plaintiff WBL was forced to hit a mattress until his knuckles bled; he still has scarring on his knuckles from that activity. In another "Lifestep" encounter group, Plaintiff was required to verbally attack his mother and blame her for his problems for approximately eight hours—while being deprived of food, water, restroom use, and sleep, and subjected to the song "Mother" played at extremely high volume for the entire eight hours—despite the fact that Plaintiff WBL's mother had passed away less than four months prior to his admission at Mt. Bachelor Academy, and his father had passed away approximately four years earlier. Plaintiff WBL alleges that discovery will show that Mt. Bachelor Academy knew of his mother's death, and still required Plaintiff WBL to go through this "Lifestep." Plaintiff WBL is diabetic, and Defendants refused him access to his insulin, refused him access to food,

O'DONNELL CLARK & CREW
1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

and forced WBL to stay in the woods alone without his insulin, bringing it to him only in the morning and at night.

175.

Plaintiff WBL did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

176.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff WBL. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

177.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff WBL has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff WBL's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

178.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff WBL has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff WBL has also suffered lost economic opportunity for the interruption of his studies. Plaintiff WBL's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

THIRTY-FOURTH CLAIM FOR RELIEF
By Plaintiff WBL Against All Defendants

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Negligent Infliction of Emotional Distress

179.

Plaintiff WBL realleges and incorporates by reference paragraphs 1 through 11, and 172 through 178, above.

180.

Defendants, acting within their special relationship, subjected Plaintiff WBL to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Defendants also required Plaintiff WBL to submit to being observed while naked and getting dressed. On one occasion, one of the Mt. Bachelor Academy staff exposed himself to Plaintiff WBL. In the alternative to the allegation in paragraph 174 that Defendants knew of Plaintiff's mother's death prior to the "Lifestep" in which he was forced to attack her *in absentia*, Defendants should have known of this, and Plaintiff suffered significant psychological trauma (apart from the physical trauma of the ordeal) of having to vilify his recently-deceased mother.

181.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff WBL's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 177 and 178, above.

THIRTY-FIFTH CLAIM FOR RELIEF
By Plaintiff WBL Against All Defendants
Battery

182.

Plaintiff WBL realleges and incorporates by reference paragraphs 1 through 11, and 172 through 181, above.

O'DONNELL CLARK & CRE[illegible]
1650 N.W. Naito Parkway, Suit[illegible]
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

183.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff WBL as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

184.

Specifically, during one "Lifestep," individual residents—including Plaintiff WBL—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff WBL suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff WBL to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff WBL sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

185.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff WBL did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff WBL were acting under the forced compulsion or directions of Defendants.

186.

As a result of this physical battery at the orders of Defendants, Plaintiff WBL suffered the damages described in paragraphs 177 and 178, above.

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

THIRTY-SIXTH CLAIM FOR RELIEF
By Plaintiff WBL Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

187.

Plaintiff WBL realleges and incorporates by reference paragraphs 1 through 11, and 172 through 186, above.

188.

Defendants created a contract with Plaintiff WBL's legal guardians for his direct benefit, and the parties intended that the contract benefit Plaintiff WBL. Plaintiff WBL's legal guardians intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

189.

On information and belief, Plaintiff WBL alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff WBL's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

190.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff WBL to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff WBL to lose the benefits that he would have received under the proper performance of the contract.

191.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff WBL suffered the loss benefits flowing from the contract

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

as set out as part of the economic damages alleged in paragraph 178, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

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THIRTY-SEVENTH CLAIM FOR RELIEF
By Plaintiff Doe 110 Against All Defendants
Intentional Infliction of Emotional Distress

192.

Plaintiff Doe 110 realleges and incorporates by reference paragraphs 1 through 11, above.

193.

Defendants formed a special relationship with Plaintiff Doe 110 by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 110's well-being, took charge of every aspect of Plaintiff DES's life, and eliminated virtually all of Doe 110's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 110 included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 110 through her weeks at SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC.

194.

Defendants' counselors and other agents, using the Program described in paragraphs 6

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 110 when they physically and psychologically abused her through the program. Plaintiff Doe 110's three weeks at SUWS included at least one strip search; limited bathing on the order of one bathing opportunity during the first two weeks, during which time Plaintiff Doe 110 could be observed by the group of other minors and adults; day-long forced marches every day to the point of severely blistered feet (for which no medical treatment was given and no recuperation was allowed); daily food intake consisting entirely of a small amount of oats for breakfast, half a pita bread with peanut butter and two apricots for lunch, and only lentils for dinner; and severe sunburn for which no treatment or prevention was provided. Once at Mt. Bachelor Academy, Defendants refused to allow Plaintiff Doe 110 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 110 attempted to tell her family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 110 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. Staff members constantly shouted at Plaintiff Doe 110 and berated her, saying that she was selfish, a liar, that she was full of shit, insincere, a bad friend and daughter, and so on. Plaintiff Doe 110 was also forced to endure numerous strip searches, constant attacks over several weeks by staff when she was perceived as having an eating disorder (Plaintiff Doe 110 did not), being immersed in a horse trough filled with partially frozen water during a cult-like, pseudo-religious "rebirthing" ceremony, as well as being forced to clean up other residents' blood and vomit without protection. This list of abusive acts is not exclusive.

195.

Plaintiff Doe 110 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

196.

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FAX: (503) 306-0257

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 110. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

197.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 110 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 110's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

198.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 110 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 110 has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe 110's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

THIRTY-EIGHTH CLAIM FOR RELIEF
By Plaintiff Doe 110 Against All Defendants
Negligent Infliction of Emotional Distress

199.

Plaintiff Doe 110 realleges and incorporates by reference paragraphs 1 through 11, and 192 through 198, above.

200.

Defendants, acting within their special relationship, subjected Plaintiff Doe 110 to severe

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 110, frequently yelling at her that she was worthless, a "piece of shit," and a liar. Defendants also required Plaintiff Doe 110 to submit to being observed while naked, and forced her to jump on one leg while being undressed.

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201.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 110's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff Doe 110 suffered the damages described in paragraphs 197 and 198, above.

THIRTY-NINTH CLAIM FOR RELIEF
By Plaintiff Doe 110 Against All Defendants
Battery

202.

Plaintiff Doe 110 realleges and incorporates by reference paragraphs 1 through 11, and 192 through 201, above.

203.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 110 as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

204.

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 110—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff Doe 110 suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff Doe 110 to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 110 sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

205.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff Doe 110 did not and could not consent as a matter of law. At all times relevant to this complaint, the persons who battered Plaintiff Doe 110 were acting under the forced compulsion or directions of Defendants, and/or the touching occurred in the course of or as a result of individuals' authorized employment duties on behalf of Defendants.

206.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 110 suffered the damages described in paragraphs 117 and 118, above.

FORTIETH CLAIM FOR RELIEF
By Plaintiff Doe 110 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

207.

Plaintiff Doe 110 realleges and incorporates by reference paragraphs 1 through 11, and 192 through 206, above.

208.

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Portland, Oregon 97209
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FAX: (503) 306-0257

Defendants created a contract with Plaintiff Doe 110's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff Doe 110. Plaintiff Doe 110's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

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209.

On information and belief, Plaintiff Doe 110 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 110's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

210.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 110 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 110 to lose the benefits that she would have received under the proper performance of the contract.

211.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 110 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 198, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

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1650 N.W. Naito Parkway, Suit
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

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FORTY-FIRST CLAIM FOR RELIEF
By Plaintiff Doe 111 Against All Defendants
Intentional Infliction of Emotional Distress

212.

Plaintiff Doe 111 realleges and incorporates by reference paragraphs 1 through 11, above.

213.

Defendants formed a special relationship with Plaintiff Doe 111 by soliciting him and/or his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 111's well-being, took charge of every aspect of Plaintiff Doe 111's life, and eliminated virtually all of Doe 111's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 111 through his enrollment as SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 111 included a specific duty to avoid the infliction of emotional distress.

214.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 111 when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe 111 unmonitored contact with his family. During all seven

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 111 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 111. For instance, in the course of one of the seven on-campus "Lifestep" encounter groups, Plaintiff Doe 111's group was forced to remain awake for several days while being subjected to psychologically disorienting and abusive self-examination. Plaintiff Doe 111 was also forced to reveal deeply personal matters only to have those used to psychologically break him down and berate him. Plaintiff Doe 111 was also frequently required as punishment to dig stumps of large, old trees out of the ground with hand tools, typically taking at least a week. On one occasion, an emotionally unstable and bullying staff member threatened in a very serious manner that he was going to beat Doe 111 with his fists; the staff member advanced on Doe 111 with his fist cocked, and with apparently every intent of striking Plaintiff Doe 111. The staffer stopped only at the last second. While at Mt. Bachelor Academy, Plaintiff Doe 111 suffered several anxiety attacks brought on by the conditions, but never received medical or psychological care. This list of abuses is not exclusive.

215.

Plaintiff Doe 111 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

216.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 111. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

217.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 111 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 111's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

218.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 111 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 111 has also suffered lost economic opportunity for the interruption of his studies. Plaintiff Doe 111's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

FORTY-SECOND CLAIM FOR RELIEF
By Plaintiff Doe 111 Against All Defendants
Negligent Infliction of Emotional Distress

219.

Plaintiff Doe 111 realleges and incorporates by reference paragraphs 1 through 11, and 212 through 218, above.

220.

Defendants, acting within their special relationship, subjected Plaintiff Doe 111 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 111, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff Doe 111 to submit to being observed while naked and getting dressed.

221.

Defendants' administration of the Program was an intentional or reckless disregard of

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 111's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 217 and 218, above.

FORTY-THIRD CLAIM FOR RELIEF
By Plaintiff Doe 111 Against All Defendants
Battery

222.

Plaintiff Doe 111 realleges and incorporates by reference paragraphs 1 through 11, and 212 through 221, above.

223.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 111 as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

224.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 111—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff Doe 111 suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff Doe 111 to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 111 sustained numerous painful abrasions and fabric burns as well

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

as feelings of claustrophobia and helplessness.

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225.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff Doe 111 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 111 were acting under the forced compulsion or directions of Defendants.

226.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 111 suffered the damages described in paragraphs 217 and 218, above.

FORTY-FOURTH CLAIM FOR RELIEF
By Plaintiff Doe 111 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

227.

Plaintiff Doe 111 realleges and incorporates by reference paragraphs 1 through 11, and 212 through 226, above.

228.

Defendants created a contract with Plaintiff Doe 111's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff Doe 111. Plaintiff Doe 111's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

229.

On information and belief, Plaintiff Doe 111 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and assistance with Plaintiff Doe 111's emotional or psychological growth. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

230.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 111 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 111 to lose the benefits that he would have received under the proper performance of the contract.

231.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 111 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 218, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high school education after leaving Mt. Bachelor Academy.

FORTY-FIFTH CLAIM FOR RELIEF
By Plaintiff Doe 112 Against All Defendants
Intentional Infliction of Emotional Distress

232.

Plaintiff Doe 112 realleges and incorporates by reference paragraphs 1 through 11, above.

233.

Defendants formed a special relationship with Plaintiff Doe 112 by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff

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Portland, Oregon 97209
Telephone: (503) 306-0224
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Doe 112's well-being, took charge of every aspect of Plaintiff Doe 112's life, and eliminated virtually all of Doe 112's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 112 included a specific duty to avoid the infliction of emotional distress.

234.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 112 when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff Doe 112 unmonitored contact with her family or friends, and would destroy letters if Plaintiff Doe 112 attempted to tell anyone what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 112 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. For instance, as a collective punishment for all residents of Mt. Bachelor Academy in October of 1997, the girls were separated from the boys, with Plaintiff Doe 112 and the other girls taken to a private ranch and forced to build a road, with Defendants demanding Plaintiff Doe 112 dig up rocks and grade a road all day with a shovel or pickax until her hands blistered extensively. During one of the "Lifesteps," Plaintiff Doe 112 and her group were sat down in front of a spread of rotted and rancid food, which they cautiously began to eat, believing that they would be punished otherwise. Shortly thereafter, Defendants' staff members began to throw this tainted food on the children, and staff dumped a gallon jar of rancid mayonnaise on Doe 112. For nearly a full day following, Plaintiff Doe 112 and her group were forced to clean the mess, without being allowed to clean themselves, to the point that Doe 112 became physically ill at the stench that clung to her. This list of abusive acts is not exclusive.

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Telephone: (503) 306-0224
FAX: (503) 306-0257

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235.

Plaintiff Doe 112 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

236.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 112. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

237.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 112 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 112's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

238.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 112 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 112 has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe 112's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

FORTY-SIXTH CLAIM FOR RELIEF
By Plaintiff Doe 112 Against All Defendants
Negligent Infliction of Emotional Distress

239.

Plaintiff Doe 112 realleges and incorporates by reference paragraphs 1 through 11, and 232 through 238, above.

240.

Defendants, acting within their special relationship, subjected Plaintiff Doe 112 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 112, frequently yelling at her that she was worthless, a "slut," and unworthy of love.

241.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 112's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff Doe 112 suffered the damages described in paragraphs 237 and 238, above.

FORTY-SEVENTH CLAIM FOR RELIEF
By Plaintiff Doe 112 Against All Defendants
Battery

242.

Plaintiff Doe 112 realleges and incorporates by reference paragraphs 1 through 11, and 232 through 241, above.

243.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

residents and staff to physically batter Plaintiff Doe 112 as part of the "Lifestep" program. Other residents were forced under duress to take part in these batteries by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

244.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 112—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. In another "Lifestep," Defendants ordered Plaintiff Doe 112 to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 112 sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

245.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff Doe 112 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 112 were acting under the forced compulsion or directions of Defendants.

246.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 112 suffered the damages described in paragraphs 237 and 238, above.

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1650 N.W. Naito Parkway, Suit
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Breach of Contract — Third Party Donee Beneficiary

247.

Plaintiff Doe 112 realleges and incorporates by reference paragraphs 1 through 11, and 232 through 246, above.

248.

Defendants created a contract with Plaintiff Doe 112's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff Doe 112. Plaintiff Doe 112's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

249.

On information and belief, Plaintiff Doe 112 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 112's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

250.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 112 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 112 to lose the benefits that she would have received under the proper performance of the contract.

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251.

As a result of Defendants' breach of the express or implied terms of the contract,

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

third-party donee beneficiary Plaintiff Doe 112 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 238, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract.

FORTY-NINTH CLAIM FOR RELIEF
By Plaintiff Doe 113 Against All Defendants
Intentional Infliction of Emotional Distress

252.

Plaintiff Doe 113 realleges and incorporates by reference paragraphs 1 through 11, above.

253.

Defendants formed a special relationship with Plaintiff Doe 113 by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 113's well-being, took charge of every aspect of Plaintiff Doe 113's life, and eliminated virtually all of Doe 113's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 113 included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 113 through her enrollment as SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC. Plaintiff Doe 113 was enrolled at SUWS for three weeks prior to being transferred to Mt. Bachelor Academy.

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254.

Defendants' counselors and other agents, using the Program described in paragraphs 6

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Telephone: (503) 306-0224
FAX: (503) 306-0257

through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 113 when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff Doe 113 unmonitored contact with her family or friends, and would end calls or destroy letters if Plaintiff Doe 113 attempted to tell her family what was occurring or contact her friends outside the Academy. During the three on-campus "Lifestep" group encounters in which Plaintiff Doe 113 participated, Defendants forced Plaintiff Doe 113 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and as well as denigrating, cruel, and abusive shouting at Plaintiff. Defendants also engaged in forced isolation of Plaintiff Doe 113 by forbidding her any interaction with her fellow residents, including a period lasting approximately nine days on at least one occasion, during which she was punished by being forced to move rocks from one pile to another for no apparent reason, and then engage in self-abusive writing assignments when not engaging in pointless hard labor. This list of abusive acts is not exclusive.

255.

Plaintiff Doe 113 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

256.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 113. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

257.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 113 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was

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1650 N.W. Naito Parkway, Suite
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Telephone: (503) 306-0224
FAX: (503) 306-0257

suffered at the time of the abuse. These harms resulted in Plaintiff Doe 113's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

258.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 113 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 113 has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe 113's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

FIFTIETH CLAIM FOR RELIEF
By Plaintiff Doe 113 Against All Defendants
Negligent Infliction of Emotional Distress

259.

Plaintiff Doe 113 realleges and incorporates by reference paragraphs 1 through 11, and 252 through 258, above.

260.

Defendants, acting within their special relationship, subjected Plaintiff Doe 113 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 113, frequently yelling at her that she was worthless and unworthy of love. Plaintiff Doe 113 was also forced to endure numerous strip searches, including one during which her mother accidentally entered while Doe 113 was being forced to hop on one leg, naked.

261.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Doe 113's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff Doe 113 suffered the damages described in paragraphs 257 and 258, above.

FIFTY-FIRST CLAIM FOR RELIEF
By Plaintiff Doe 113 Against All Defendants
Battery

262.

Plaintiff Doe 113 realleges and incorporates by reference paragraphs 1 through 11, and 252 through 261, above.

263.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 113 as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

264.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 113—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries.

265.

The "breaking into" the circle and defending it from other residents constituted harmful and offensive touching to which Plaintiff Doe 113 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 113 were acting under the forced compulsion or directions of Defendants.

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Portland, Oregon 97209
Telephone: (503) 306-0224
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266.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 113 suffered the damages described in paragraphs 257 and 258, above.

FIFTY-SECOND CLAIM FOR RELIEF
By Plaintiff Doe 113 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

267.

Plaintiff Doe 113 realleges and incorporates by reference paragraphs 1 through 11, and 252 through 266, above.

268.

Defendants created a contract with Plaintiff Doe 113's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff Doe 113. Plaintiff Doe 113's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

269.

On information and belief, Plaintiff Doe 113 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 113's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

270.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 113 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

113 to lose the benefits that she would have received under the proper performance of the contract.

271.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 113 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 258, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

FIFTY-THIRD CLAIM FOR RELIEF
By Plaintiff Doe 114 Against All Defendants
Intentional Infliction of Emotional Distress

272.

Plaintiff Doe 114 realleges and incorporates by reference paragraphs 1 through 11, above.

273.

Defendants formed a special relationship with Plaintiff Doe 114 by soliciting his parents to have him attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 114's well-being, took charge of every aspect of Plaintiff Doe 114's life, and eliminated virtually all of Doe 114's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 114 included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 114 when he was sent to Aspen Achievement Academy, a wilderness school in Utah owned by Defendant Aspen, prior

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

to attending Mt. Bachelor Academy.

274.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 114 when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe 114 unmonitored contact with his family. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 114 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 114. At Aspen Achievement Academy, Plaintiff Doe 114 was subjected to an invasive and humiliating strip search, forced to live off of only 2 bananas and a bag of granola for 3 days, forced to hike between 5 to 15 miles a day carrying what limited supplies he was given in a tarp secured with rope, refused medical attention for a severe laceration suffered when Doe 114 was forced to carve his own spoon so that he might eat, and forced to defecate with the group surrounding him (and watch others do so while standing in the group) as punishment. Plaintiff Doe 114 was also forced to wade into leech infested pools for water and contracted giardia from unfiltered water the group obtained on the trail that he was forced to drink. At Mt. Bachelor Academy, Plaintiff Doe 114 was forced to beat on pillows with his fists until the skin was all worn away from between his index and middle fingers—something for which he still has scars. Once, after hitting a door out of frustration at his treatment, Plaintiff Doe 114 broke his hand and was refused medical treatment for hours. Defendants also engaged in forced isolation of Plaintiff Doe 114 by forbidding him any interaction with fellow residents. As part of one of Plaintiff Doe 114's final "Lifesteps," the group was taken to the Oregon Coast in the dead of winter and forced to walk out into the ocean until fully submerged—despite Doe 114 telling Defendants that he was unable to swim—during a cult-like, pseudo-religious "rebirthing" ceremony. This list of abusive acts is not exclusive.

275.

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Plaintiff Doe 114 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

276.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 114. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

277.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 114 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 114's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

278.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 114 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 114 has also suffered lost economic opportunity for the interruption of his studies. Plaintiff Doe 114's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

FIFTY-FOURTH CLAIM FOR RELIEF
By Plaintiff Doe 114 Against All Defendants
Negligent Infliction of Emotional Distress

279.

Plaintiff Doe 114 realleges and incorporates by reference paragraphs 1 through 11, and

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

272 through 278, above.

280.

Defendants, acting within their special relationship, subjected Plaintiff Doe 114 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 114, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff Doe 114 to submit to being observed while naked and getting dressed.

281.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 114's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 277 and 278, above.

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FIFTY-FIFTH CLAIM FOR RELIEF
By Plaintiff Doe 114 Against All Defendants
Battery

282.

Plaintiff Doe 114 realleges and incorporates by reference paragraphs 1 through 11, and 272 through 281, above.

283.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 114 as part of the "Lifestep" program.

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

284.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 114—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff Doe 114 suffered injuries both as the individual breaking in and as one of the members of the circle. In another "Lifestep," Defendants ordered Plaintiff Doe 114 to rip out of a bedsheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 114 sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

285.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff Doe 114 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 114 were acting under the forced compulsion or directions of Defendants.

286.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 114 suffered the damages described in paragraphs 277 and 278, above.

FIFTY-SIXTH CLAIM FOR RELIEF
By Plaintiff Doe 114 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

287.

Plaintiff Doe 114 realleges and incorporates by reference paragraphs 1 through 11, and

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

272 through 286, above.

288.

Defendants created a contract with Plaintiff Doe 114's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff Doe 114. Plaintiff Doe 114's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

289.

On information and belief, Plaintiff Doe 114 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 114's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

290.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 114 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 114 to lose the benefits that he would have received under the proper performance of the contract.

291.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 114 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 278, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

school education after leaving Mt. Bachelor Academy.

FIFTY-SEVENTH CLAIM FOR RELIEF
By Plaintiff Doe 115 Against All Defendants
Intentional Infliction of Emotional Distress

292.

Plaintiff Doe 115 realleges and incorporates by reference paragraphs 1 through 11, above.

293.

Defendants formed a special relationship with Plaintiff Doe 115 by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 115's well-being, took charge of every aspect of Plaintiff Doe 115's life, and eliminated virtually all of Doe 115's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 115 included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 115 through her enrollment as SUWS Wilderness School in Idaho, another subsidiary of Defendants Aspen and CRC. Plaintiff Doe 115 was enrolled at SUWS for over three weeks prior to being transferred to Mt. Bachelor Academy.

294.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 115 when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff Doe 115 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 115 attempted to tell her family what was occurring. During all

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 115 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. For instance, during one of Plaintiff Doe 115's "Lifesteps" (a repeat of an earlier stage), Plaintiff Doe 115 was forcibly held under a thick sheet or "cloak" by fellow residents. While being held down tightly, Plaintiff Doe 115 suffered a mental breakdown and flailed wildly in a panicked attempt to free herself. Further, as a collective punishment for all residents of Mt. Bachelor Academy in October of 1997, the girls were separated from the boys, with Plaintiff Doe 115 and the other girls taken to a private ranch and forced to build a road, with Defendants demanding Plaintiff Doe 115 use a shovel and pickax until her hands blistered extensively. This list of abusive acts is not exclusive.

295.

Plaintiff Doe 115 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

296.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 115. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

297.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 115 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 115's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time

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Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

of trial.

298.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 115 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 115 has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe 115's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

FIFTY-EIGHTH CLAIM FOR RELIEF
By Plaintiff Doe 115 Against All Defendants
Negligent Infliction of Emotional Distress

299.

Plaintiff Doe 115 realleges and incorporates by reference paragraphs 1 through 11, and 292 through 298, above.

300.

Defendants, acting within their special relationship, subjected Plaintiff Doe 115 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 115, frequently yelling at her that she was worthless and unworthy of love, and forcing her—as a 13 year old girl—to associate only with males because Defendants believed that Plaintiff Doe 115 had problems with men.

301.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 115's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff Doe 115 suffered the damages described in paragraphs

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
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297 and 298, above.

FIFTY-NINTH CLAIM FOR RELIEF
By Plaintiff Doe 115 Against All Defendants
Battery

302.

Plaintiff Doe 115 realleges and incorporates by reference paragraphs 1 through 11, and 292 through 301, above.

303.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 115 as part of the "Lifestep" program. Other residents were forced under duress to take part in these batteries by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

304.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 115—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. In another "Lifestep," Defendants ordered Plaintiff Doe 115 to rip out of a sheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 115 sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

305.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to

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which Plaintiff Doe 115 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 115 were acting under the forced compulsion or directions of Defendants.

306.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 115 suffered the damages described in paragraphs 297 and 298, above.

SIXTIETH CLAIM FOR RELIEF
By Plaintiff Doe 115 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

307.

Plaintiff Doe 115 realleges and incorporates by reference paragraphs 1 through 11, and 292 through 306, above.

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308.

Defendants created a contract with Plaintiff Doe 115's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff Doe 115. Plaintiff Doe 115's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

309.

On information and belief, Plaintiff Doe 115 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 115's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

310.

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Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 115 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 115 to lose the benefits that she would have received under the proper performance of the contract.

311.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 115 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 298, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

SIXTY-FIRST CLAIM FOR RELIEF
By Plaintiff Doe 116 Against All Defendants
Intentional Infliction of Emotional Distress

312.

Plaintiff Doe 116 realleges and incorporates by reference paragraphs 1 through 11, above.

313.

Defendants formed a special relationship with Plaintiff Doe 116 by soliciting his parents to have him attend their "therapeutic boarding school," accepting him as a resident, and closely governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 116's well-being, took charge of every aspect of Plaintiff Doe 116's life, and eliminated virtually all of Doe 116's interaction with the outside world. At the same time, Defendants ostensibly were instructing him on his emotional and psychological condition, assisting him in changing his behavior, and claiming to provide standard educational services. In creating this

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special relationship, Defendants' responsibilities towards Plaintiff Doe 116 included a specific duty to avoid the infliction of emotional distress. Defendants Aspen and CRC Health Group also independently developed this type of relationship with Plaintiff Doe 116 when he was sent to SUWS, a wilderness school in Idaho owned by Defendant Aspen, prior to attending Mt. Bachelor Academy. Plaintiff Doe 116 was enrolled at SUWS for over three weeks prior to being transferred to Mt. Bachelor Academy.

314.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 116 when they physically and psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe 116 unmonitored contact with his family. During the on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 116 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 116 (the Mt. Bachelor Academy program changed during Plaintiff Doe 116's time there, and was shortened to an 18 month program with some Lifesteps being combined). Approximately three months into the program, Plaintiff dislocated his knee on campus, and a staff member had to forcibly set the joint back in place; yet Doe 116 was refused any medical attention for a full day. The doctor who saw Plaintiff Doe 116 the next day prescribed physical therapy, but Doe 116 got into trouble and was only allowed to go to two sessions of physical therapy in all. Less than two weeks after the dislocation, Plaintiff Doe 116 was forced to engage in strenuous exercises such as calisthenics and running as a form of collective punishment for perceived infractions of his peer group. Doe 116 was also punished with social isolation for periods of days and weeks during which times he was forced to perform punitive labor such as being required to dig up stumps with hand tools and move loads of gravel. Defendants forced Doe 116 to do this work despite his severely dislocated his knee. During one of the Lifesteps, Plaintiff Doe 116 was forced to wear a girl's bikini bottom and dance like a

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"stripper" for everyone in the group, both male and female; Plaintiff Doe 116 kept his boxer shorts on underneath, but was still forced to sexually degrade himself in front of his peers and the adults in the room three or four times during the Lifestep. This list of abusive acts is not exclusive.

315.

Plaintiff Doe 116 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

316.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 116. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

317.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 116 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 116's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

318.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 116 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and medical treatment. Plaintiff Doe 116 has also suffered lost economic opportunity for the interruption of his studies. Plaintiff Doe 116's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

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SIXTY-SECOND CLAIM FOR RELIEF
By Plaintiff Doe 116 Against All Defendants
Negligent Infliction of Emotional Distress

319.

Plaintiff Doe 116 realleges and incorporates by reference paragraphs 1 through 11, and 312 through 318, above.

320.

Defendants, acting within their special relationship, subjected Plaintiff Doe 116 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 116, frequently yelling at him, mocking him harshly and requiring other residents do so, and yelling at him that he was worthless. Defendants also required Plaintiff Doe 116 to submit to being observed while naked and getting dressed.

321.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 116's protected interest in his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff suffered the damages described in paragraphs 317 and 318, above.

SIXTY-THIRD CLAIM FOR RELIEF
By Plaintiff Doe 116 Against All Defendants
Battery

322.

Plaintiff Doe 116 realleges and incorporates by reference paragraphs 1 through 11, and 312 through 321, above.

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323.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 116 as part of the "Lifestep" program. Other residents were forced under duress to participate by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

324.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 116—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. Plaintiff Doe 116 suffered injuries both as the individual breaking in and as one of the members of the circle.

325.

The "breaking into" the circle and defending it from other residents constituted harmful and offensive touching to which Plaintiff Doe 116 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 116 were acting under the forced compulsion or directions of Defendants.

326.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 116 suffered the damages described in paragraphs 317 and 318, above.

SIXTY-FOURTH CLAIM FOR RELIEF
By Plaintiff Doe 116 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

327.

Plaintiff Doe 116 realleges and incorporates by reference paragraphs 1 through 11, and

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312 through 326, above.

328.

Defendants created a contract with Plaintiff Doe 116's parents for his direct benefit, and both parties intended that the contract benefit Plaintiff Doe 116. Plaintiff Doe 116's parents intended to make a gift to him of the educational, boarding, and therapeutic services promised in the contract.

329.

On information and belief, Plaintiff Doe 116 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep him on the same graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 116's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

330.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff Doe 116 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 116 to lose the benefits that he would have received under the proper performance of the contract.

331.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 116 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 318, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing his high

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school education after leaving Mt. Bachelor Academy.

SIXTY-FIFTH CLAIM FOR RELIEF
By Plaintiff Doe 117 Against All Defendants
Intentional Infliction of Emotional Distress

332.

Plaintiff Doe 117 realleges and incorporates by reference paragraphs 1 through 11, above.

333.

Defendants formed a special relationship with Plaintiff Doe 117 by soliciting her and/or her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff Doe 117's well-being, took charge of every aspect of Plaintiff Doe 117's life, and eliminated virtually all of Doe 117's interaction with the outside world. At the same time, Defendants ostensibly were instructing her on her emotional and psychological condition, assisting her in changing her behavior, and claiming to provide standard educational services. In creating this special relationship, Defendants' responsibilities towards Plaintiff Doe 117 included a specific duty to avoid the infliction of emotional distress.

334.

Defendants' counselors and other agents, using the Program described in paragraphs 6 through 8, above, knowingly and intentionally caused severe emotional distress to Plaintiff Doe 117 when they physically and psychologically abused her through the program. Defendants refused to allow Plaintiff Doe 117 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 117 attempted to tell her family what was occurring. During all seven on-campus "Lifestep" group encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe 117 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff. Plaintiff Doe 117 was forced to say that she had been

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sexually active despite being a virgin at the time, forced to admit that she had done hard drugs when she had not, and was forced to state that her father had abused her, though it was untrue. In one Lifestep, Plaintiff Doe 117 was required to throw a tantrum as vigorously as possible until she became exhausted and physically ill, and psychologically reverted to a child-like state in which she remained for several days. Throughout all of the Lifesteps and disciplinary actions, Defendants constantly attacked Plaintiff Doe 117 for her sexuality, and banned her from speaking with other girls for extended periods. This list of abusive acts is not exclusive.

335.

Plaintiff Doe 117 did in fact suffer severe emotional distress as a result of this abuse that occurred as part of the Program, and such physical and psychological abuse of a child is beyond the bounds of all socially tolerable conduct.

336.

Defendants' counselors used the Program described in paragraphs 6 through 8, above, to intentionally inflict severe emotional distress through the abuse of Plaintiff Doe 117. Defendants' Program was administered by their counselors within the course and scope of the counselors' agency as described in paragraphs 9 and 10, above.

337.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 117 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or later-arising permanent psychological damage that was distinct in time and logic from what was suffered at the time of the abuse. These harms resulted in Plaintiff Doe 117's non-economic damages in the amount of $1,000,000.00, the exact amount of which will be proven at the time of trial.

338.

As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 117 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and

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medical treatment. Plaintiff Doe 117 has also suffered lost economic opportunity for the interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe 117's economic damages total the approximate amount of $500,000.00, the exact amount of which will be proven at the time of trial.

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SIXTY-SIXTH CLAIM FOR RELIEF
By Plaintiff Doe 117 Against All Defendants
Negligent Infliction of Emotional Distress

339.

Plaintiff Doe 117 realleges and incorporates by reference paragraphs 1 through 11, and 332 through 338, above.

340.

Defendants, acting within their special relationship, subjected Plaintiff Doe 117 to severe ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described above. Additionally, as part of the Program, Defendants' counselors would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 117, frequently yelling at her that she was worthless and unworthy of love.

341.

Defendants' administration of the Program was an intentional or reckless disregard of Plaintiff's feelings while in this responsible relationship. Defendants brutally invaded Plaintiff Doe 117's protected interest in her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient quality or magnitude to warrant recovery of emotional distress damages. As a result of this, Plaintiff Doe 117 suffered the damages described in paragraphs 337 and 338, above.

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SIXTY-SEVENTH CLAIM FOR RELIEF
By Plaintiff Doe 117 Against All Defendants
Battery

342.

Plaintiff Doe 117 realleges and incorporates by reference paragraphs 1 through 11, and 332 through 341, above.

343.

During the various "Lifestep" group encounters, Defendants controlled the physical conduct of all of the residents and counselors, and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe 117 as part of the "Lifestep" program. Other residents were forced under duress to take part in these batteries by threat of severe punishments if they did not appear to be participating fully in the physical assaults on their peers.

344.

Specifically, during one "Lifestep," individual residents—including Plaintiff Doe 117—were required to "break into" a circle of other residents by running at the circle at high speed and physically fighting to gain entry while those in the circle linked arms and fought under the orders of Defendants to prevent entry. In the course of this activity, both the "defending" residents and those who were trying to break in sustained significant physical injuries. In another "Lifestep," Defendants ordered Plaintiff Doe 117 to rip out of a sheet that was forcibly being held down by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe 117 sustained numerous painful abrasions and fabric burns as well as feelings of claustrophobia and helplessness.

345.

The "breaking into" the circle and defending it from other residents, as well as being held under a sheet and being forced to struggle out, constituted harmful and offensive touching to which Plaintiff Doe 117 did not and could not consent. At all times relevant to this complaint, the persons who battered Plaintiff Doe 117 were acting under the forced compulsion of

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directions of Defendants.

346.

As a result of this physical battery at the orders of Defendants, Plaintiff Doe 117 suffered the damages described in paragraphs 337 and 338, above.

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SIXTY-EIGHTH CLAIM FOR RELIEF
By Plaintiff Doe 117 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

347.

Plaintiff Doe 117 realleges and incorporates by reference paragraphs 1 through 11, and 332 through 346, above.

348.

Defendants created a contract with Plaintiff Doe 117's parents for her direct benefit, and both parties intended that the contract benefit Plaintiff Doe 117. Plaintiff Doe 117's parents intended to make a gift to her of the educational, boarding, and therapeutic services promised in the contract.

349.

On information and belief, Plaintiff Doe 117 alleges that discovery will show that the terms of the contract—express or implied—included education sufficient to keep her on the same graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 117's emotional or psychological conditions. No term in the contract disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education services, inhumane living conditions, and severe physical and psychological abuse described above.

350.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff

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Doe 117 to the deprivation of educational services during punishment periods, a lack of transferrable education credits, intolerable living conditions, and severe physical and psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe 117 to lose the benefits that she would have received under the proper performance of the contract.

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351.

As a result of Defendants' breach of the express or implied terms of the contract, third-party donee beneficiary Plaintiff Doe 117 suffered the loss benefits flowing from the contract as set out as part of the economic damages alleged in paragraph 338, above. These contract benefits total an amount to be determined by the jury at trial and include the tuition, room and board paid under the contract, as well as any costs associated with completing her high school education after leaving Mt. Bachelor Academy.

SIXTY-NINTH CLAIM FOR RELIEF
By All Plaintiffs against All Defendants
Negligence

352.

Plaintiffs reallege and incorporate by reference paragraphs 1 through 351, above.

353.

At all times relevant to this complaint, Defendants had a special relationship with all of these Plaintiffs by virtue of Defendants' role as a residential boarding school, their control over the lives of Plaintiffs, and their near-total elimination of all of Plaintiffs' contacts with the outside world. Defendants also had full control over the actions of Defendants' counselors while they performed their employment duties on behalf of Defendants. This special relationship created a duty of care on the part of Defendants to ensure Plaintiffs' safety while participating in Defendants' Program or interacting with Defendants' agents.

354.

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Defendants knew that children were suffering physical and mental abuse in the Program run by Defendants' counselors, and that several children had gone so far as to kill themselves in the course of the Program, specifically because of the Program. Defendants created and maintained this Program, employed the counselors, and retained their exclusive right to control every aspect of the Program and the actions of the counselors within that Program.

355.

Defendants knew of the danger that they had created with the Program and/or given their special *in loco parentis* relationship with Plaintiffs, yet Defendants did nothing to change the substance or format of the program in any respect while Plaintiffs resided at Mt. Bachelor Academy. In fact, the Program ***was*** institutionalized/ritualized abuse. Thus, it was foreseeable — in fact certain — that unless Defendants changed the Program, children would continue to be physically and mentally abused. Alternatively, Defendants knew that the manner in which their minimally educated and untrained counselors conducted the Program caused physical and mental injury to children, yet failed to more closely supervise and train their counselors to avoid such injuries. It was therefore foreseeable that the refusal or failure to better train and supervise their employees would result in continued abuse of children.

356.

Knowing of the risks of physical and mental injury posed by the Program and/or the counselors' running of the Program, it was unreasonable for Defendants to fail to alter the nature of the program or more closely supervise and train their agents and employees.

357.

Plaintiffs have a right to be free from physical and mental abuse at the hands of Defendants' agents. Plaintiffs were all residents at Mt. Bachelor Academy, and thus were within the class of persons to be protected by Defendants' proper operation of their Program.

358.

All of the damages suffered by Plaintiffs, as described above, were caused by Defendants' refusal or failure to correct the known risks to Plaintiffs' health, safety, and mental

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health posed by Defendants' running of the Program. But for Defendants' program, these Plaintiffs would not have been subjected to the "Lifesteps" or the harsh and cruel discipline that Defendants inflicted upon Plaintiffs.

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359.

As a direct and foreseeable result of Defendants' refusal or failure to correct the problems in the Program, each of the Plaintiffs suffered the abuses described above and incurred the respective damages described above in the Plaintiffs' individual claims for relief.

360.

Plaintiffs here provide notice that at any time after the filing of this complaint, Plaintiffs intend to move for punitive damages against the Defendants pursuant to ORS 31.725.

SEVENTIETH CLAIM FOR RELIEF
By All Plaintiffs against All Defendants
Negligence (Per Se Standard of Care)

361.

Plaintiffs reallege and incorporate by reference paragraphs 1 through 360, above.

362.

At all times relevant to this complaint, Defendants had a special relationship with all of these Plaintiffs by virtue of Defendants' role as a residential boarding school, their control over the lives of Plaintiffs, and their near-total elimination of all of Plaintiffs' contacts with the outside world. Defendants also had full control over the actions of Defendants' counselors while they performed their employment duties on behalf of Defendants. This special relationship created a duty of care on the part of Defendants to ensure Plaintiffs' safety while participating in Defendants' Program or interacting with Defendants' agents.

363.

With the abusive program and disciplinary methods contained in the Mt. Bachelor Academy program, as well as the treatment given Plaintiffs at SUWS and Aspen Achievement

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Academy, as appropriate, Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0530 (1995), its implemented statutes, and analogous regulations in place before and after 1995. With the consistent failure to serve Plaintiffs a nutritionally adequate diet, particularly the provision of inadequate caloric intake, Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0580 (1995), its implemented statutes, and analogous regulations in place before and after 1995. With the requirement that residents verbally abuse and berate each other, as well as staff's full participation in the same conduct, Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0540 (1995), its implemented statutes, and analogous regulations in place before and after 1995. With the failure to provide prompt and adequate medical attention to injuries and the correct dispensing and provision of medication to Plaintiffs, Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0550 (1995), its implemented statutes, and analogous regulations in place before and after 1995. With the denial of educational services during times of isolation punishment and forced physical labor, Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0610 (1995), its implemented statutes, and analogous regulations in place before and after 1995.

364.

Plaintiffs were all injured as a result of these violations of administrative rules and statutes, and these violations were the cause in fact of Plaintiffs' injuries. Plaintiffs were all members of the class of persons meant to be protected by the administrative rules and the implemented statutes, and the injuries Plaintiffs suffered were precisely the types of injuries that the administrative rules and implemented statutes sought to prevent.

365.

All of the damages suffered by Plaintiffs, as described above, were caused by Defendants' refusal or failure to follow the clear guidelines established in the Oregon Administrative Rules and the Oregon Revised Statutes pertaining to appropriate discipline, adequate meals, proper social environment, necessary medical care, and suitable educational

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programs.

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366.

As a direct and foreseeable result of Defendants' refusal or failure to correct the problems in the Program, each of the Plaintiffs suffered the abuses described above and incurred the respective damages described above in the Plaintiffs' individual claims for relief.

367.

Plaintiffs here provide notice that at any time after the filing of this complaint, Plaintiffs intend to move for punitive damages against the Defendants pursuant to ORS 31.725.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. If successful on the First, Second, or Third Claims for Relief, non-economic damages for Plaintiff MLM in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

2. If successful on the First, Second, Third, or Fourth Claims for Relief, Economic damages for Plaintiff MLM in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

3. If successful on the Fifth, Sixth, or Seventh Claims for Relief, non-economic damages for Plaintiff NAA in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

4. If successful on the Fifth, Sixth, Seventh, or Eighth Claims for Relief, economic damages for Plaintiff NAA in the amount of $750,000.00, the exact amount to be determined by the jury at the time of trial;

5. If successful on the Ninth, Tenth, or Eleventh Claims for Relief, non-economic damages for Plaintiff TGB in the amount of $1,000,000.00, the exact amount to be determined

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by the jury at the time of trial;

6. If successful on the Ninth, Tenth, Eleventh, or Twelfth Claims for Relief, economic damages for Plaintiff TGB in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

7. If successful on the Thirteenth, Fourteenth, or Fifteenth Claims for Relief, non-economic damages for Plaintiff RB in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

8. If successful on the Thirteenth, Fourteenth, Fifteenth, or Sixteenth Claims for Relief, economic damages for Plaintiff RB in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

9. If successful on the Seventeenth, Eighteenth, or Nineteenth Claims for Relief, non-economic damages for Plaintiff MST in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

10. If successful on the Seventeenth, Eighteenth, Nineteenth, or Twentieth Claims for Relief, economic damages for Plaintiff MST in the amount of $750,000.00, the exact amount to be determined by the jury at the time of trial;

11. If successful on the Twenty-First, Twenty-Second, or Twenty-Third Claims for Relief, non-economic damages for Plaintiff TL in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

12. If successful on the Twenty-First, Twenty-Second, Twenty-Third, or Twenty-Fourth Claims for Relief, economic damages for Plaintiff TL in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

13. If successful on the Twenty-Fifth, Twenty-Sixth, or Twenty-Seventh Claims for Relief, non-economic damages for Plaintiff BPO in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

14. If successful on the Twenty-Fifth, Twenty-Sixth, Twenty-Seventh, or Twenty-Eighth Claims for Relief, economic damages for Plaintiff BPO in the amount of

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$500,000.00, the exact amount to be determined by the jury at the time of trial;

15. If successful on the Twenty-Ninth, Thirtieth, or Thirty-First Claims for Relief, non-economic damages for Plaintiff NCQ in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

16. If successful on the Twenty-Ninth, Thirtieth, Thirty-First, or Thirty-Second Claims for Relief, economic damages for Plaintiff NCQ in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

17. If successful on the Thirty-Third, Thirty-Fourth, or Thirty-Fifth Claims for Relief, non-economic damages for Plaintiff WBL in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

18. If successful on the Thirty-Third, Thirty-Fourth, Thirty-Fifth, or Thirty-Sixth Claims for Relief, economic damages for Plaintiff WBL in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

19. If successful on the Thirty-Seventh, Thirty-Eighth, or Thirty-Ninth Claims for Relief, non-economic damages for Plaintiff Doe 110 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

20. If successful on the Thirty-Seventh, Thirty-Eighth, Thirty-Ninth, or Fortieth Claims for Relief, economic damages for Plaintiff Doe 110 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

21. If successful on the Forty-First, Forty-Second Claims, or Forty-Third Claims for Relief, non-economic damages for Plaintiff Doe 111 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

22. If successful on the Forty-First, Forty-Second Claims, Forty-Third, or Forty-Fourth Claims for Relief, economic damages for Plaintiff Doe 111 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

23. If successful on the Forty-Fifth, Forty-Sixth, or Forty-Seventh Claims for Relief, non-economic damages for Plaintiff Doe 112 in the amount of $1,000,000.00, the exact amount

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1650 N.W. Naito Parkway, Suite
Portland, Oregon 97209
Telephone: (503) 306-0224
FAX: (503) 306-0257

to be determined by the jury at the time of trial;

24. If successful on the Forty-Fifth, Forty-Sixth, Forty-Seventh, or Forty-Eighth Claims for Relief, economic damages for Plaintiff Doe 112 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

25. If successful on the Forty-Ninth, Fiftieth, or Fifty-First Claims for Relief, non-economic damages for Plaintiff Doe 113 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

26. If successful on the Forty-Ninth, Fiftieth, Fifty-First, or Fifty-Second Claims for Relief, economic damages for Plaintiff Doe 113 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

27. If successful on the Fifty-Third, Fifty-Fourth, or Fifty-Fifth Claims for Relief, non-economic damages for Plaintiff Doe 114 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

28. If successful on the Fifty-Third, Fifty-Fourth, Fifty-Fifth, or Fifty-Sixth Claims for Relief, economic damages for Plaintiff Doe 114 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

29. If successful on the Fifty-Seventh, Fifty-Eighth, or Fifty-Ninth Claims for Relief, non-economic damages for Plaintiff Doe 115 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

30. If successful on the Fifty-Seventh, Fifty-Eighth, Fifty-Ninth, or Sixtieth Claims for Relief, economic damages for Plaintiff Doe 115 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

31. If successful on the Sixty-First, Sixty-Second, or Sixty-Third Claims for Relief, non-economic damages for Plaintiff Doe 116 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

32. If successful on the Sixty-First, Sixty-Second, Sixty-Third, or Sixty-Fourth Claims for Relief, economic damages for Plaintiff Doe 116 in the amount of $500,000.00, the

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exact amount to be determined by the jury at the time of trial;

33. If successful on the Sixty-Fifth, Sixty-Sixth, or Sixty-Seventh Claims for Relief, non-economic damages for Plaintiff Doe 117 in the amount of $1,000,000.00, the exact amount to be determined by the jury at the time of trial;

34. If successful on the Sixty-Fifth, Sixty-Sixth, Sixty-Seventh, or Sixty-Eighth Claims for Relief, economic damages for Plaintiff Doe 117 in the amount of $500,000.00, the exact amount to be determined by the jury at the time of trial;

35. If successful on the Sixty-Ninth Claim for Relief, respective economic and non-economic damages for each of the Plaintiffs, as described above;

36. If successful on the Seventieth Claim for Relief, respective economic and non-economic damages for each of the Plaintiffs, as described above;

37. For Plaintiffs' costs and disbursements incurred; and

38. For any other relief this Court deems just and equitable.

Dated this ___ day of August, 2011.

O'DONNELL CLARK & CREW LLP

____
Kelly Clark, OSB No. 831723
Kristian Roggendorf, OSB No. 013990
Stephen Crew, OSB No. 781715
Gilion C. Dumas, OSB No. 922932
Peter Janci, OSB No. 074249

O'DONNELL CLARK & CREW LLP
1650 NW Naito Parkway, Suite 302
Portland, OR 97209
503-306-0224 Office
503-306-0257 Fax

Of Attorneys for Plaintiff